

Emery Celli Brinckerhoff Abady Ward & Maazel LLP  
December 12, 2023

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*Application granted. The parties should submit an agreed-upon proposed order incorporating the relief sought December 12, 2023 in paragraphs 1 and 3 below.*

By ECF  
Hon. John G. Koeltl  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street  
New York, NY 10007

*so ordered.*

*For Koeltl / U.S.D. 5*

Re: Jones, et al. v. The City of New York, No. 17 Civ. 7577

*12/13/23*

Dear Judge Koeltl:

This firm, together with co-counsel Kaufman Lieb Lebowitz & Frick (“KLLE”), represents the Plaintiff class.

We write with several updates and write, jointly with the City, to make the following requests for the Court:

1. The deadline for timely claims expired on June 6, 2023 and the deadline for submitting untimely claims provided for under the Settlement Agreement will close today, December 12, 2023.<sup>1</sup> Consistent with the Settlement Agreement ordered by the Court, the parties jointly request that the Court order that any claims received online after December 12, 2023, or claims sent by mail postmarked after December 12, 2023, cannot be accepted by the settlement administrator and are ineligible for a settlement award.

<sup>1</sup> Paragraph 97 of the Settlement Agreement set the deadline for untimely claims as three months from the Effective Date of Payment, which in turn, is defined as no later than 21 business days after the Final Approval Order is final. The Final Approval Order, which was issued on July 12, 2023, became final when the time to appeal that order expired on August 11, 2023. Therefore, the Effective Date of Payment was September 12, 2023, and the deadline for untimely claims is December 12, 2023.

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2. The settlement administrator has issued two rounds of settlement award checks to class members. A third round of settlement award checks is anticipated in late December 2023 and a list of the fourth round of settlement award checks is currently in process. Approximately 47,812 out of the 94,190 instances of release on bail from the City's class list have made claims and been validated through the bar date and late claims period. The Administrator is continuing to validate claims that were deemed deficient where the claimant corrected the deficiency as well as claims received at the very end of the untimely claims period, so this number is likely to increase.
3. Per the settlement agreement, there was a presumptive Class List based on those individuals in the custody of the Department of Correction (DOC) who show a discharge code of "BP" (Bail Paid) during the Class Period. *See Settlement Agreement ¶ 20.* In addition to claims by persons appearing on the Class List, the Administrator has received over 72,000 claims from individuals who do not appear on the City's class list. That number of submissions by persons not presumptively part of the class was significantly higher than anticipated by the Administrator. The Administrator believes based on its experience that the overwhelmingly majority of these claims (still coming in) are by people who are not Class Members. The Administrator has recommended that "additional funds [above the cap] are required to effectively . . . administer the settlement," as envisioned in paragraph 82 of the Settlement Agreement. Specifically, the Administrator sought \$18,937, an amount the parties agreed was appropriate and the City has agreed to pay, to communicate with these approximately 72,000 individuals. The Administrator intends to inform these individuals that they are not part of the Class unless they have documentation indicating that they were in the custody of DOC and released from DOC custody upon payment of Bail during the Class Period. *See Settlement Agreement ¶ 50.* The communication will be by email for those that have submitted email addresses and by postcard to the remainder. The communication will request that the documentation be submitted within thirty days of the notice's mail or email date. After the thirty-day deadline passes, the parties will review the documentation that has been submitted and endeavor to resolve whether the documentation shows class membership and entitlement to a settlement award. The parties may also ask claimants who timely submit such documentation to provide *additional* documentation (which may occur after the thirty-day deadline). We request that the Court (a) order the City to pay the \$18,937 invoice from the Administrator and (b) order that any such documentation showing class membership be submitted within thirty days of date the Administrator sends the email or mailing, otherwise it shall be deemed untimely and shall not be considered.

We are available for any questions that the Court may have.

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December 12, 2023

Respectfully Submitted,

/s/ Debra L. Greenberger  
Debra L. Greenberger